

A. G. Contract No. KR912677TRD
ECS File: JPA 91-126
Project: I-10-3-514/H 0084 02D
Section: I-10 La Ciudad Human
Remains Repatriation

INTERAGENCY AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA BOARD OF REGENTS
ACTING FOR AND ON BEHALF OF
THE ARIZONA STATE UNIVERSITY

THIS AGREEMENT is entered into 28 February, 1992,
between agencies of the State of Arizona, to wit: the ARIZONA
DEPARTMENT OF TRANSPORTATION, acting through its HIGHWAYS
DIVISION (the "ADOT") and the ARIZONA STATE UNIVERSITY, acting
through its BOARD OF REGENTS (the "ASU").

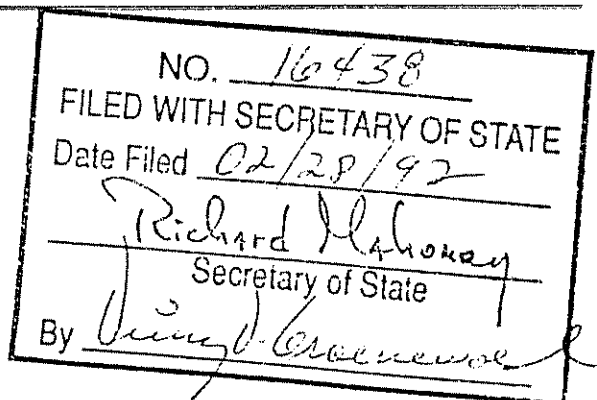
I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the ADOT.

2. The ASU is empowered by Arizona Revised Statutes
Section 15-1625 and 35-148 to enter into this agreement and has
resolved to enter into this agreement and has authorized the
undersigned to execute this agreement on behalf of the ASU.

3. Between 1982 and 1988, incident to proposed future
construction improvements to I-10 in the vicinity of the La
Ciudad site, it was necessary to excavate 254 human remains and
associated grave goods, which were subsequently curated at
ASU. Under the provisions of Arizona Revised Statute 41-844,
the Gila River Indian Community has requested the repatriation
of the human remains and associated grave artifacts, at an
estimated cost of \$14,000.00, all at ADOT expense, hereinafter
referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The ASU will:

a. Coordinate as necessary with the Gila River Indian Community to accomplish the planning and execution of the repatriation.

b. Appropriately assemble the remains and associated artifacts and repatriate them to the Gila River Indian Community.

c. Invoice the ADOT the reasonable direct actual cost of the Project, in an amount estimated at \$14,000.00.

2. The ADOT will:

a. Provide ASU any such documents or records which may be reasonably available to assist in accomplishing the Project, at no cost.

b. Be responsible for the entire cost of the Project, in an amount estimated at \$14,000.00, and reimburse the ASU within thirty (30) days after receipt and approval of an invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007

Arizona State University
Department of Anthropology
Tempe, AZ 85287-2402


7. Attached hereto and incorporated herein is a copy of the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

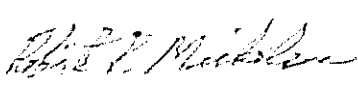
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

ARIZONA STATE UNIVERSITY

DEPARTMENT OF TRANSPORTATION

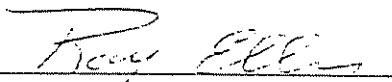
By 
JANICE BENNETT
Interim Assistant Director
Office of Research and
Creative Activities

By 
ROBERT P. MICKELSON
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this October 22, 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Arizona State University for the purpose of defining responsibilities for the repatriation of 154 human remains to the Gila River Indian Community currently curated at the Arizona State University Anthropology Department.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES E. COWAN
Director

JPA 91-126

APPROVAL OF ARIZONA STATE UNIVERSITY ATTORNEY

I have reviewed the above referenced proposed interagency agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the ARIZONA STATE UNIVERSITY, and declare this agreement to be in proper form and within the powers and authority granted to the University under the laws of the State of Arizona.

DATED this 14 day of Feb., 1992.

Nancy Insbensen, Associate General Counsel
Attorney for ASU

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STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

February 21, 1992

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR91-2677 -TRD , an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of February, 1992.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section